

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL  
ITEMS**1. REQUISITION NUMBER  
Q-8-QF-90-MC-F01 000

PAGE 1 OF 70

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

TIRNO-08-R-00020

6. SOLICITATION ISSUE  
DATE  
07/18/08**7. FOR SOLICITATION  
INFORMATION CALL:**

a. NAME

BOYKIN, PATRICIA A

b. TELEPHONE NUMBER (*No collect  
calls*)  
202-283-12298. OFFER DUE DATE/  
LOCAL TIME  
08/18/2008 10:00 AM

9. ISSUED BY

CODE

IRS0088

Internal Revenue Service  
6009 Oxon Hill Road, Suite 500  
Oxon Hill, MD 20745

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR☐ SET ASIDE:

% FOR

☐ SMALL BUSINESS☐ EMERGING SMALL  
BUSINESS☐ HUBZONE SMALL  
BUSINESS☐ SERVICE-DISABLED  
VETERAN-OWNED  
SMALL BUSINESS☐ 8(A)

NAICS:722310

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION  
UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS



SEE SCHEDULE

☐ 13a. THIS CONTRACT IS A  
RATED ORDER UNDER DPAS  
(15 CFR700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

25430217

IRS-Enterprise Computing Center  
Attn: Anita Cooper MS #2225  
250 Murall Drive  
Kearneysville, WV 25430

16. ADMINISTERED BY

CODE

IRS0088

Internal Revenue Service  
6009 Oxon Hill Road, Suite 500  
Oxon Hill, MD 2074517a. CONTRACTOR/  
OFFEROR

CODE

00055905

FACILITY  
CODE

18a. PAYMENT WILL BE MADE BY

CODE

INVB030

IRS Beckley Finance Center  
P.O. Box 9002  
Tel: (304) 254-3300  
Beckley, WV 25802

TELEPHONE NO

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  
BELOW IS CHECKED. ☐ SEE ADDENDUM19.  
ITEM NO.20.  
SCHEDULE OF SUPPLIES/SERVICES21.  
QUANTITY22.  
UNIT23.  
UNIT PRICE24.  
AMOUNT

0001

Cafeteria and vending machine services  
monthly performance incentive for the  
contract base year, October 1, 2008 through  
September 30, 2009. (See Paragraph 18.0 of the Performance Work  
Statement)

12.00

MO

NTE  
\$5,786.00NTE  
\$69,432.00

1001

Cafeteria and vending machine services  
monthly performance incentive for the  
contract Option Year 1, October 1, 2009 through  
September 30, 2010. (See Paragraph 18.0 of the Performance Work  
Statement)

12.00

MO

NTE  
\$5,930.00NTE  
\$71,160.00

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)

\$365,132 (EST/NTE)



27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE ☐ ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

ARE ☐ ARE NOT ATTACHED.28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2  
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER  
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL  
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER  
DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5).  
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
2001	Cafeteria and vending machine services monthly performance incentive for contract Option Year 2, October 1, 2010 through September 30, 2011. (See Paragraph 18.0 of the Performance Work Statement)	12.00	MO	NTE \$6,079.00	NTE \$72,948.00
3001	Cafeteria and vending machine services monthly performance incentive for contract Option Year 3, October 1, 2011 through September 30, 2012. (See Paragraph 18.0 of the Performance Work Statement)	12.00	MO	NTE \$6,230.00	NTE \$74,760.00
4001	Cafeteria and vending machine services monthly performance incentive for contract Option Year 4, October 1, 2012 through September 30, 2013. (See Paragraph 18.0 of the Performance Work Statement)	12.00	MO	NTE \$6,386.00	NTE \$76,632.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
---	-----------	--

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER <input type="checkbox"/>	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42.a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42.c DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

(End of clause)

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.202-1	Definitions	(Dec 2001)
52.203-5	Covenant Against Contingent Fees	(Apr 1984)
52.203-6 I	Restrictions On Subcontractor Sales To The Government -- Alternate I	(Oct 1995)
52.203-7	Anti-Kickback Procedures	(Jul 1995)
52.204-1	Approval Of Contract	(Dec 1989)
52.204-4	Printed Or Copied Double-Sided On Recycled Paper	(Aug 2000)
52.204-7	Central Contractor Registration	(Apr 2008)
52.204-9	Personal Identity Verification Of Contractor Personnel.(SEPT 2007)	
52.212-4	Contract Terms And Conditions Commercial Items	(Feb 2007)
52.222-44	Fair Labor Standards Act And Service Contract Act--Price Adjustment (Feb 2002)	(Feb 2002)
52.223-3 I	Hazardous Material Identification And Material Safety Data (Jan 1997)-- Alternate I (Jul 1995)	(Jan 1997)
52.223-5	Pollution Prevention And Right-To-Know Information (Aug 2003)	(Aug 2003)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)	(Aug 2003)
52.225-13	Restrictions On Certain Foreign Purchases (Feb 2006)	(Dec 2003)
52.228-5	Insurance--Work On A Government Installation (Jan 1997)	(Jan 1997)
52.232-1	Payments (Apr 1984)	(Apr 1984)
52.232-33	Payment By Electronic Funds Transfer--Central Contractor Registration (Oct 2003)	(Oct 2003)
52.233-3	Protest After Award (Aug 1996)	(Aug 1996)
52.233-4	Applicable Law For Breach Of Contract Claim (Oct 2004)	
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)	(Apr 1984)
52.237-3	Continuity Of Services (Jan 1991)	(Jan 1991)
52.242-1	Notice Of Intent To Disallow Costs	(Apr 1984)
52.243-7	Notification Of Changes	(Apr 1984)
52.244-6	Subcontracts For Commercial Items	(Mar 2007)
52.245-1	Government Property	(Jun 2007)
52.245-9	Use And Charges	(Jun 2007)

**52.204-1 Approval of Contract (Dec 1989)**

This contract is subject to the written approval of the Chief, Facilities Operations Support & Services and shall not be binding until so approved.

(End of clause)

**52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor 30 days before the contract expires.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-- Commercial Items (May 2008)**

As prescribed in 12.301(b)(4), insert the following clause:

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) [Reserved]

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008)(15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (APR 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C.

2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

☒ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

(17) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☒ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate I (AUG 2007) of 52.222-50.

☒ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(28) 52.225-1, Buy American Act Supplies (June 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (36) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☒ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being

incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ☒ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not



maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION):

(End of clause)

**52.223-13 Certification of Toxic Chemical Release Reporting (Jun 2003)**

(a) Submission of this certificate is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ ☐ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

**52.233-1 Service of Protest (Sept 2006)**

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Internal Revenue Service

Office of Procurement  
6009 Oxon Hill Road  
Suite 500  
Oxon Hill, MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**DT 1052.201-70 Contracting Officers Technical Representative (COTR) Designation And Authority (Sep 1997)**

(a) The contracting officer's technical representative is

Anita Cooper (304) 264-5522

(b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,
- (6) directs, supervises or otherwise controls the actions of the contractors employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

#### **IR1052-01-001 Electronic Funds Transfer (EFT) Payments**

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

" The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors not required to register in CCR may use the ACH Vendor/Miscellaneous Payment Enrollment Form to record their EFT payment information. COs will forward completed forms to BFC by: E-Mail: [CFOBFC.InvoiceLink@irs.gov](mailto:CFOBFC.InvoiceLink@irs.gov)

" Fax: (304) 254-3344; or

" Mail to: Internal Revenue Service  
Beckley Finance Center  
ATTN: Vendor Code Coordinator  
P.O. Box 9002  
Beckley, WV 25802

The CO shall advise the contractor to complete the form, Request for Waiver of Electronic Funds Transfer (EFT) Payment for Individuals, and submit it to BFC whenever an individual or sole proprietor contractor is not required to register in CCR, and qualifies for a waiver from EFT payments.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.

Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:

\*CFO BFC CCR Payment Information@irs.gov

#### **IR1052-01-002 PAID SYSTEM**

Access On-line Payment Information. The U. S. Department of Treasury, Financial

Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

## Performance Work Statement for Cafeteria and Vending Machine Services

### 1.0 INTRODUCTION

- 1.1. The U.S. Department of the Treasury, Internal Revenue Service (IRS) has a campus located in Kearneysville, West Virginia. The Main Building on the campus includes a cafeteria and vending machine areas. The areas operate similarly to commercial cafeterias and vending machine areas. It is the IRS' goal to provide fast, friendly and courteous service to authorized individuals, termed "patrons," offer a variety of food items and meals to satisfy patron demands, and to make the items available to patrons in a clean, safe, and wholesome environment. The areas operate within Agency policy and standards.
- 1.2. This contract is written and will be administered as a Performance Based Services Acquisition (PBSA). This method of contracting requires that the Government describe the requirements the Contractor must meet in terms of outcome or results. The "how" is left to the Contractor, within certain regulatory guidelines as referenced herein. This allows the Contractor more flexibility in achieving the desired results. The Contractor shall execute its responsibilities under this contract in a manner that is consistent with the performance standards contained herein.

### 2.0 BACKGROUND

- 2.1. There are approximately 1,200 occupants who work on various shifts, the majority of who work between the hours of 6:00 a.m. and 6:00 p.m., Monday-Friday at the IRS-Enterprise Computing Center (ECC) Martinsburg Campus in Kearneysville, West Virginia. Throughout the year, occupancy during these hours can be increased by groups attending classes, special events, or emergency preparedness at or around the IRS campus.
- 2.2. The estimated use of the cafeteria and vending machine services is listed below. The estimates provided are for informational purposes only to assist the Concessionaire in establishing the operation and do not guarantee any future users or receipts.

Average Annual Cafeteria Sales:	\$230,000.00
	(Based on average of 261 operating days/year including paid holidays)

Average Annual Vending Machine Sales:	<u>\$ 66,500.00</u>
Total Yearly Sales	\$296,500.00

Patronage (Estimated):	Breakfast:	150
	Lunch:	250

- 2.3. The areas and seating capacity are as follows:

Cafeteria Dining Area: Lower Level (Rm. O-0011)  
Seating Capacity: 225

Outside Terrace  
Seating Capacity: 60-90

Vending Areas: Office Building Level 1  
Seating Capacity: 16 (Room O-1046)  
8 (Room O-1072)

Office Building Level 2  
Seating Capacity: 8 (Room O-2029)

Warehouse Building Level 1  
Seating Capacity: 24 (Room W-1112)

### 3.0 SCOPE OF WORK.

The contractor, termed “Concessionaire” shall provide all personnel, management, supervision, labor, materials, supplies, equipment (except as otherwise noted as being provided by the Government), food and beverage items and shall plan, schedule, coordinate and assure the establishment and effective operation of the vending machines and cafeteria services for the purpose of dispensing food, non-alcoholic beverages and such other items as may be authorized by the Contracting Officer (CO), within the terms and conditions of this contract. The Concessionaire’s primary income will result from cafeteria and vending sales under the contract. Additionally, the Concessionaire may earn a monthly performance incentive based on contract performance evaluated in accordance with Paragraph 18.0 Performance Summary. The cafeteria and vending machine services shall be operated for the occupants at:

IRS-Enterprise Computing Center (Martinsburg)  
250 Murall Drive  
Kearneysville, West Virginia 25430

**4.0 APPLICABLE DOCUMENTS.** The Concessionaire shall comply with the following mandatory references and implement the updates or changes specified by these publications when issued.

Document Description	Title	
Executive Order 13101	Greening the Government through Waste Prevention, Recycling, and Federal Acquisition,	<a href="http://www.ofee.gov/eo/13101.asp">http://www.ofee.gov/eo/13101.asp</a>



	U.S. Food and Drug Administration (FDA) Food Code requirements	<a href="http://www.cfsan.fda.gov/~dms/foodcode.html">http://www.cfsan.fda.gov/~dms/foodcode.html</a>
Randolph-Sheppard Act		
Executive Order 12989, As Amended	Immigration and Naturalization	
Environmental Regulations (Federal/State)		<a href="http://www.epa.gov">www.epa.gov</a> <a href="http://www.wvdep.org">www.wvdep.org</a>

## 5.0 SERVICES.

- 5.1. General. The Concessionaire shall furnish all personnel, supervision, food products, and all other items (unless otherwise specified) necessary to operate the cafeteria and provide vending machine services.
- 5.1.1. The Concessionaire shall offer a variety of quality, including healthy items, in quantities to satisfy customer demands and maximize customer satisfaction.
- 5.1.2. The Concessionaire shall provide cafeteria and vending machine services Monday through Friday, except the Federal Government holidays of New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- 5.1.3. The Concessionaire shall provide fast, friendly, courteous cafeteria and vending machine services that result in high levels of customer satisfaction.
- 5.1.4. The Concessionaire shall establish, operate and manage the cafeteria and vending machines in the Concessionaire's name.
- 5.2. Menu:
- 5.2.1. The Concessionaire shall provide menu selections that coincide with existing cafeteria areas, such as Salad Bar, Deli, Specialty Bar, and Yogurt/Ice Cream, and shall at a minimum offer pizza, sandwiches and hot vegetables as part of the daily menu.
- 5.2.2. The Concessionaire shall ensure that patrons are aware of daily menu selections as is customary and as agreed upon by the COTR.
- 5.2.3. The Concessionaire shall provide featured specials a minimum of 3 times per week; however a featured special shall not be repeated more than once during the month unless authorized in advance by the COTR.
- 5.2.4. The Concessionaire shall provide quarterly promotional events to increase patronage.
- 5.2.5. Selections. The Concessionaire shall serve a minimum of menu selections as follows:
- Breakfast selections: 5
- Lunch selections: 12

- 5.3. Patron Payment. The Concessionaire shall accept cash or credit/debit cards from patrons for payment of food purchases. The Concessionaire shall be responsible for all expenses associated with the acceptance of patron credit/debit cards. The Government will provide the wiring to the register locations, however, the Concessionaire is responsible for the actual phone service.
- 5.4. Sundry Items. The Concessionaire may be permitted to sell sundry items in the Cafeteria such as cards, flowers, and so forth with the prior approval of the COTR.
- 5.5. Vending Machines.
- 5.5.1. The Concessionaire shall provide vending machines and vending machine services in the vending locations 24 hours per day, 365 days per year.
- 5.5.2. The Concessionaire shall provide vending machines that have current, built-in dollar bill changers and that accept coin dollars.
- 5.5.3. The Concessionaire, at its own expense, shall maintain and repair all vending machines. The Concessionaire shall effect maintenance and/or repairs so that no vending machine is inoperable for more than 24 hours.
- 5.6. Deliveries: Deliveries will only be accepted between the hours of 6:00 a.m. through 3:00 p.m., Monday through Friday.
- 5.7. Cleaning.
- 5.7.1. The Concessionaire shall furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the cafeteria area. The Concessionaire shall consistently clean the cafeteria area on a regular basis/schedule and shall meet the highest standards of sanitation common to the food service industry.
- 5.7.2. The Concessionaire shall ensure that the cafeteria which includes the dining, serving, kitchen, food preparation areas and the surfaces therein and vending machine areas are clean, orderly, sanitary and free of debris at all times.
- 5.7.3. The Concessionaire shall bus the cafeteria dining area to so that the area is always free of soiled dishes and tables and chairs are clean for each patron.
- 5.7.4. The Concessionaire shall remove trash and food debris from the kitchen and serving areas including floors. The Concessionaire is not responsible for dining room floor maintenance, restroom maintenance, high cleaning, and removal of cafeteria trash.
- 5.7.5. The Concessionaire shall use environmentally safe cleaning materials. Within fourteen (14) days prior to the start date of service the Concessionaire shall submit to the COTR the Material Safety Data Sheets (MSDS) or the brand name or manufacturer of all cleaning materials and chemicals proposed for use in connection with the work of this contract. The Concessionaire will be advised of rejected materials and chemicals, that is, those materials and chemicals determined unsuitable or harmful and shall promptly substitute it/them with environmentally safe cleaning materials. The Concessionaire shall provide the COTR with MSDS sheets for new chemicals to be used. By January 31 of each year, the Concessionaire shall forward an updated inventory of chemicals being used.
- 5.7.6. The Concessionaire shall comply with current OSHA regulations regarding the use, training and record keeping of chemicals used in the performance of this contract. The Concessionaire shall provide or make available for Government inspection, copies of necessary documentation to ensure compliance with OSHA requirement.

- 5.7.7. The Concessionaire shall use equipment in the performance of the cleaning services that are of the type and of sufficient capacity to assure high quality work.
- 5.7.8. The Concessionaire shall furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the vending machines. The Concessionaire shall consistently clean the vending machines on a regular basis/schedule and shall meet the highest standards of sanitation common to the food service industry.

5.8. Hours of Performance. The Concessionaire's hours of performance shall provide ample time to comply with the required serving hours, the preparation required for serving, and the subsequent cleaning of the facility. The full-service serving hours for the cafeteria services are:

Breakfast:	6:30 a.m. – 10:00 a.m.
Lunch	11:00 a.m. – 2:00 p.m.

- 5.8.1. The Concessionaire shall provide personnel adequate to keep the cafeteria open to patrons between breakfast and lunch for self-service and other purchases that are acceptable and determined appropriate to the Concessionaire.
- 5.8.2. The Concessionaire may submit a written request to the COTR to adjust/modify the serving hours, subject to approval of the Contracting Officer.
- 5.8.3. The Government may also request adjustment/modification of serving hours. The Contracting Officer will initiate such a request.
- 5.8.4. The Concessionaire may be required to periodically provide evening meals, service on Saturdays and/or Sundays, luncheon meetings, catering, and/or special functions. The Contracting Officer will provide fourteen (14) days written notice or request to the Concessionaire, as appropriate, prior to required additional services, unless it is a matter of emergency preparedness which will require immediate response.

## 6.0 PERSONNEL.

- 6.1. General. The Concessionaire shall provide an adequate number of personnel, free of any communicable disease, possessing "people skills," the food handling and sanitation skills, knowledge, training, licensing and certifications needed to satisfactorily perform all work required by this contract. Personnel shall be able to read, write, speak, and understand English and perform in accordance with the contract.
- 6.2. Project Management. The Concessionaire shall designate a qualified on-site Cafeteria Manager and an alternate individual who each has the authority to supervise personnel and act for the Concessionaire on a day-to-day basis for all cafeteria, vending machine, and personnel related matters. The Cafeteria Manager or alternate shall be available 24 hours per day, 365 days per year, by paging or electronic messaging services provided by the Concessionaire for purposes of emergency preparedness.
- 6.3. Key Personnel. The Government has determined that the Cafeteria Manager is key to the successful completion of the contract and is designated as a "Key Personnel." The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative in writing prior to making any changes in key personnel. The Contractor's written notification shall include the resume of replacement key personnel and shall be submitted not less than thirty (30) days **prior to**

any changes. No changes in key personnel will be made unless the Concessionaire can clearly demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced.

- 6.4. Removal of Personnel. The Concessionaire shall promptly remove, or deny access to any personnel whose conduct is determined by the Concessionaire or Government to be inconsistent with the best interests of the government or on matters of security or overt evidence of communicable disease. The Contractor shall continue to perform contract services following the removal or denial of access to any personnel.
- 6.5. Dress Requirements. Concessionaire personnel shall present a clean, well-groomed, uniform appearance at all times while performing on this contract and shall wear some form of professional identification, customary to the industry.
- 6.6. Training. Concessionaire employee shall be trained annually in the areas of Food Handling, Sanitation, Nutrition, Hazardous Material (Material Safety Data Sheet – MSDS), Personal Protective Equipment, Fire Prevention and Protection, Civil Defense Drills, and Exposure Control. All training shall be documented by the Concessionaire and on file and available to be viewed by the COTR prior to any Concessionaire employees beginning to perform services under this contract or at any time during performance of this contract. The Cafeteria Manager shall possess the ServSafe certification. Compliance with training requirements will be checked annually by the Government.
- 6.7. Contractor Assistance. The Concessionaire shall cooperate with Governmental authorities in any administrative, civil, or criminal proceedings, including providing documentation related to employees or performance under this contract.

## **7.0 QUALITY ASSURANCE.**

- 7.1. The Concessionaire shall adhere to the requirements of the latest version of the FDA Food Code, and Federal, State and local regulations regarding sanitation and food safety. The Concessionaire is also responsible for passing all Federal, State and Local food establishment inspections. The Concessionaire shall be responsible for and shall pay all fines, if any, associated with the failure to pass an inspection.
- 7.2. The Concessionaire is responsible for the resolution of any quality related issues that arise during contract performance.

**8.0 ENVIRONMENTAL RESPONSIBILITY.** The Concessionaire shall be responsible for all fines, fees, citations, etc., due to negligence that results in environmental issues.

## **9.0 EMERGENCY/HAZARDOUS CONDITIONS.**

- 9.1. Upon award of the contract, the COTR will provide the Concessionaire with a current Occupant Emergency Plan. The Concessionaire shall be responsible for compliance with the plan.
- 9.2. Concessionaire employee shall be trained annually for fire and Civil Defense drills, including the operation of fire extinguishers and the operation of different types of fire equipment available to them within the cafeteria and vending machine areas.
- 9.3. In emergency situations, such as inclement weather, the on-site Cafeteria Manager or alternate shall contact the COTR for approval to open late or close early. The COTR shall notify the CO in writing of any such event requiring opening or closing and then the CO will provide written confirmation of this approval to the Concessionaire upon return to work. If the COTR is unavailable, it is the

responsibility of the Concessionaire to call the IRS-ECC's Employee Information Line emergency telephone number at (304) 264-7187 to confirm the Center operating time.

- 9.4. The Concessionaire shall be responsible for unsanitary or hazardous conditions that are dangerous to anyone using the cafeteria. This shall include any employee, agent or representative of the Concessionaire, Federal employee, or other patrons of the cafeteria or vending facility and shall be applicable to any portion of the facility that is under the jurisdiction of the Concessionaire. In the event a health hazard endangering patrons of the cafeteria or vending machine facilities is identified, upon notification by the COTR, the CO may issue a written notice requiring the Concessionaire to close all cafeteria and/or vending machine operations.
- 9.5. The Concessionaire shall notify the Security Command Center at (304) 264-7144 in the event of fire or any other emergency.

**10.0 CONTRACT TRANSITION.** Upon notification of a change in the contractors, the Concessionaire shall:

- Provide the Government and/or new contractor access to the cafeteria and vending areas;
- Provide the new contractor access to the Concessionaire's employees;
- Allow for the public posting of a suitable recruitment notice within the facility;
- Coordinate the removal of Concessionaire-owned equipment with the COTR, if necessary;
- Coordinate a joint inventory of all Government furnished property with the COTR.

**11.0 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT AND UTILITIES.**

- 11.1. General. The Government will provide, at no charge to the Concessionaire, the facilities, equipment (as specified herein) and utilities, necessary for the performance of the contract.

The Government, at its own expense, will provide, install, and permit the Concessionaire to use the equipment listed in Attachment 2, and any additions thereto. The Government will replace equipment, component parts of, and make repairs to such equipment that it has provided, as it deems necessary. The Government will provide all necessary utilities for the operation of the Concessionaire as part of this contract. Such utilities shall include electric, water, sewer, HVAC and so forth. A phone line will be made available to the Concessionaire. Additional lines shall be the responsibility of the Concessionaire.

- 11.2. Maintenance and Repair. The Government will provide preventive maintenance services in accordance with the manufacturers suggested maintenance guide or the Government's maintenance guide for each individual piece of Government-owned equipment.

**12.0 CONCESSIONAIRE FURNISHED ITEMS.**

- 12.1. All required equipment, utensils, and property not provided by the Government are Concessionaire furnished items and are at no cost to the Government. The Concessionaire is responsible for all maintenance, repairs, replacement (loss, wear, breakage, or obsolescence), parts, and training for Concessionaire-furnished equipment and property. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, "acts of God," accident, or otherwise to the Concessionaire's materials, supplies, or equipment stored on Government property. The Concessionaire is required to use the standard plugs to fit NEMA 5-20R, 20-amp, 120-volt receptacles unless specified otherwise and is subject to inspections by the Building Delegations staff for compliance.
- 12.2. The Concessionaire shall submit a complete physical inventory and item prices of all equipment, which will be furnished by the Concessionaire in performance of this contract. The inventory listing shall be provided to the COTR within fourteen (14) days after contract award. The inventory listing

will be verified and signed by the COTR and a signed copy provided to the Contracting Officer and the Concessionaire.

- 12.3. The Concessionaire shall be solely responsible for all costs associated with Concessionaire-furnished/owned items.
- 12.4. The Concessionaire shall not be responsible for costs associated with Government furnished items, unless it is determined that damages result from the fault or negligence of the Concessionaire.
- 12.5. At a minimum the Concessionaire shall provide the following:
  - Vending Machines (built-in dollar and dollar bill changer)
  - Cash Registers (2)
  - Credit/Debit Card Equipment (2)
  - Register Scales (2)
  - Juice Dispenser
  - Non-carbonated Drink Dispenser
  - Ice/Soda Dispenser (2)
  - Steam Table/Counter Inserts

### **13.0 RESPONSIBILITIES OF THE GOVERNMENT.**

- 13.1. The Government agrees to grant to the Concessionaire, subject to the contract requirements and conditions herein, the right to establish, manage and operate the cafeteria and vending machines in the Main Building as described herein and in connection therewith to prepare and sell food, nonalcoholic beverages and such other products as the Government may authorize.
- 13.2. The Government will provide space for operations under the contract, as it may deem necessary or desirable. The Government will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Government will, as it deems advisable, provide space, HVAC, and utilities. In addition, the Government will:
  - 13.2.1.1. Make such improvements and alterations as the Government may deem necessary or desirable to prepare or recondition assigned space for the Government's intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements;
  - 13.2.1.2. Maintain and repair building structure in areas assigned for the Concessionaire's use, including painting and redecorating, the maintenance of water, sewer, and electrical lines, ventilation, electrical lighting fixtures (including re-lamping), floors and floor coverings, and walls and ceilings, provided that the Concessionaire shall bear the expenses of repairs necessary because of the negligence on the part of the Concessionaire or Concessionaire's employees.

**14.0 FOOD RECALLS.** In the event of a product recall by the U.S. Department of Agriculture (USDA) or the manufacturer, the Concessionaire shall immediately remove all recalled items from the cafeteria or vending machines and from use.

### **15.0 RANDOLPH-SHEPPARD ACT.**

- 15.1. Reporting Requirements.

15.1.1. *Monthly Statements.* The Concessionaire shall provide monthly statements in compliance with the Randolph-Sheppard Act. The Concessionaire shall provide copies of the routine monthly (or every four weeks) profit and loss statements to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) for review within fifteen (15) days of the end of the previous month accounting period. The Concessionaire shall provide The Profit/Loss Statement (Attachment 3, GSA Form 2817, Monthly Profit/Loss Statement/Proforma Operating Statement, or a substantially similar report. The Contracting Officer and COTR shall, as required and necessary, examine all phases of the financial operation of the cafeteria, vending machines, and sundry stands, if any. To ensure proper payment to the West Virginia Society for the Blind, separate GSA Form 2817s are required for the cafeteria and vending machine operations.

15.1.2. *End of Year Statements.* The Concessionaire shall certify and submit end of fiscal year profit/loss statements to the Contracting Officer and the COTR. The Concessionaire shall provide the cumulative monthly and annual summary statements the last business day of October. The following information relative to patronage and sales should also be included:

<u>Cafeteria Schedule</u>	<u>Time</u>	<u>Daily Patronage</u>	<u>Total Sales</u>	<u>Average Check</u>
Breakfast	6:30 a.m. to 10:00 a.m.	#	\$XXX.XX	\$XXX.XX
Lunch	11:00 a.m. to 2:00 p.m.	#	\$XXX.XX	\$XXX.XX

15.1.3. It is required that the Concessionaire average the accumulation of daily patronage data results to provide this monthly report, with an annual summary, report to the COTR. This patronage and check average information report need not be certified.

15.2. Vending Machine Operation Payments. The Concessionaire shall pay thirty percent (30%) of the monthly net income from the vending machine operations to the West Virginia Society for the Blind. The Concessionaire shall send a check monthly for the appropriate amount directly to the West Virginia Society for the Blind at 1427 Lee Street East, Charleston, WV 25301. Checks shall be made payable to the "West Virginia Society for the Blind" and shall be sent to the attention of Ms. Candice Ward. The phone number for the WVSB is (800) 642-3021.

15.3. Final Profit/Loss Statement at Expiration or Termination of Contract. The Concessionaire shall submit a final monthly Profit/Loss Statement upon the expiration or termination of the contract. Any payments due the Government or the West Virginia Society for the Blind must accompany the final monthly Profit/Loss Statement. The Concessionaire shall submit the final Profit/Loss Statement within thirty (30) days of expiration or termination.

## 16.0 SECURITY.

16.1. Security Policy and Procedures. The Concessionaire shall strictly adhere to all IRS security policies and procedures, including background investigations and other requirements pursuant to Homeland Security Presidential Directive 12 (HSPD-12). The Security Policies and Procedures apply to all Concessionaire employees, temporary or permanent, delivery drivers, and subcontractors.

### 16.2. Identification Badges.

- 16.2.1. Upon the receipt of an approved security report, the Government will provide the Concessionaire with a Government produced IRS Contractor photo identification badge for each Concessionaire employee.
- 16.2.2. The Concessionaire shall ensure that all employees have a signed IRS Contractor photo identification badge before employees report for performance under the contract and shall display it at all times during performance hours. The badge shall also be shown upon request.
- 16.2.3. The Concessionaire shall ensure the availability of employees to allow the IRS to produce photo identification badges on a schedule mutually agreeable with the COTR.
- 16.2.4. All badges shall stay on-site at all times. Concessionaire employees shall pick up their badges daily at the entrance desk when starting their work shift and return them upon leaving the site at the end of their work shift.
- 16.2.5. The Concessionaire shall immediately report lost badges to the COTR. Replacement badges may be the responsibility of the Concessionaire.
- 16.2.6. The Concessionaire shall return badges of employees dismissed or terminated to the COTR.
- 16.2.7. The use of photo identification badges will be at the option of the Government.

### 16.3. Security Clearance Requirements (Non-Classified Contract).

- 16.3.1. The Concessionaire shall submit to the COTR a complete National Background Investigation Center (NBIC) investigation package, to be provided by the COTR for each of their employees requiring access to the IRS location. The Concessionaire shall ensure that each block on the form(s) is/are completed prior to submittal for employees before entrance for contract performance. If the COTR received an unsuitable report on any employee after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for their assigned duties, the Concessionaire will be advised immediately, in writing, that such employee cannot continue to work or be assigned to work under this contract. A normal NBIC requirement for a new Concessionaire employee is a Basic Background investigation. However, the Government may require certain Concessionaire employees to obtain a higher-level background investigation National Agency Check and Inquiries with Credit (NACIC) in order to access IRS email and internet accounts.
- 16.3.2. The Government shall have, and exercise, full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Concessionaire.



However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government.

## 17.0 DELIVERABLES

Paragraph	Deliverable	Responsibility	Due
5.2.3	Cafeteria Featured Specials	Concessionaire	2-3 times per week
5.2.4	Promotional Events	Concessionaire	Quarterly
5.7.5	Material Safety Data Sheets	Concessionaire	14 days prior to start
5.7.5	Material Safety Data Sheet for New Chemical	Concessionaire	Annually- January 31
9.0	Occupant Emergency Plan	Government/COTR	Contract award
12.2	Physical Inventory of Concessionaire Furnished Items	Concessionaire	14 days after award
15.1	Profit and Loss Statement	Concessionaire	Monthly
15.2	Vending Operation Payments	Concessionaire	Monthly
15.3	Final Profit and Loss Statement	Concessionaire	Contract expiration or termination
15.1.2	End of Year Statement	Concessionaire	Last business day in October
16.3.1	National Background Investigation Center Package	Concessionaire	As directed by the Government/COTR

## 18.0 PERFORMANCE SUMMARY

The Government will evaluate the Concessionaire's performance on a monthly basis and by the seventh (7) business day of the following month, determine the performance incentive pursuant to the below performance summary. The Contracting Officer will notify the Concessionaire in writing of the amount of the performance incentive, which will be the amount that the Concessionaire will invoice the Government.

Performance Standard	PWS Reference(s)	Minimum Acceptable Quality Level	Method of Performance Surveillance [Assessment]	Incentive (I)/Disincentive (D)
<b>FOOD/ SERVICE</b>				
Healthy Foods	5.1.1	100%	COTR review of Weekly Menu	I – Earned performance incentive. D – \$50 deduction each week for not providing a healthy item on the featured special menu with a maximum deduction not to exceed \$200 per month.
Fast, Friendly, Courteous Service	5.1.3	100%	Customer comments/feedback	I – Earned performance incentive. D – \$250 deduction per month if more than 3 customers report their dissatisfaction with service.
Service Hours	5.8	100%	COTR review of hours	I – Earned performance incentive. D – \$250 deduction for each instance of not opening cafeteria during required serving hours and \$50 deduction for each instance of closing cafeteria early unless preauthorized by COTR. Maximum deduction not to exceed \$750 per month.
<b>MENU</b>				
Variety, Selections & Featured Specials	5.1.1., 5.2.1, 5.2.3	100%	COTR review of menu	I – Earned performance incentive. D - \$50 deduction if an item is repeated on the featured special menu more than once during the month without advance authorization by COTR.
Quarterly Promotional Events	5.2.4	100%	COTR review of promotional events	I – Earned performance incentive. D – \$200 deduction for not providing a quarterly promotional event. Deduction taken in the last month of the quarter.
<b>VENDING</b>				
Machines Stocked	5.5.1.	100%	Physical inspection of vending machines by COTR or Inspector or the receipt of a report from patron(s).	I – Earned performance incentive. D – \$150 deduction per day for outdated items displayed in vending machine past their sell by date with a maximum deduction not to exceed \$600 per month
Machines Operable	5.5.3	100%	Physical inspection of vending machines by COTR or Inspector or the receipt of a report from patron(s).	I – .Earned performance incentive. D - \$100 deduction for each day, in excess of 24 hours, a vending machine remains inoperable.

Performance Standard	PWS Reference(s)	Minimum Acceptable Quality Level	Method of Performance Surveillance [Assessment]	Incentive (I)/Disincentive (D)
<b>CLEANING</b>				
Cafeteria Area Acceptable	5.7.1, 5.7.2, 5.7.3, 5.7.4, 5.7.5	100%	Physical inspection of vending machines by COTR or Inspector or the receipt of a report from patron(s).	I – Earned performance incentive. D – \$50 deduction each month after first notice of failure to provide clean tables and seating with a maximum deduction not to exceed \$250 per month.
Vending Area Acceptable	5.7.8	100%	Physical inspection of vending machines by COTR or Inspector or the receipt of a report from patron(s).	I – Earned performance incentive.. D – \$50 for each occurrence of unkept vending machines after first notice of failure with a maximum deduction not to exceed \$200 per month.
<b>QUALITY ASSURANCE</b>				
Food Establishment Inspections	7.0	100%	Food Establishment Inspection Report	I – Earned performance incentive. D – \$500 deduction for three or more critical violations, not within the Concessionaire's control, per inspection in addition to payment of any resultant fines.

## Exhibit A

### Current Menu Pricelist

#### **A LA CARTE BREAKFAST ITEMS**

1 Sausage Patty/2 links	.65
Bacon	.35 ea. 3/1.00
Biscuit (w/1 jelly & margarine)	.50
Blueberry/Choc. Chip pancake	1.25
Breakfast Burrito	1.75
Breakfast Casserole	1.50
Breakfast Pizza	1.50
Breakfast Quesadilla	2.25
Canadian Bacon	.95
Chip Beef Gravy w/biscuit	1.25
Chip Beef over 1 pc. Toast	1.25
Corned Beef Hash	4oz. - 1.35, 8 oz. - 1.45, 12 oz. - 1.75
Egg (1 any style)	.50
Egg in a Basket	.75
Fried Bologna	.75
Ham/Deli Ham (sliced thin 2 oz.)	.85
Ham Steak	1.35
Home Fries	.85
Hot Cereal	.80
Lg. Scoop of Gravy	.75
Packs of Oatmeal	.60
Pancake/French Toast/Waffle	.75
Pancake w/topping	1.50
Potatoes, Green Pepper, Egg	1.15
Quiche	2.25
Sausage Bite	2.00 w/bread, 1.50 w/o bread
Sausage Gravy w/biscuit	1.10
Sm. Scoop of Gravy	.50
Steak	1.45

#### **BISCUIT/TOAST/ENGLISH MUFFIN**

Bacon or Sausage & Egg	1.65
Bacon or Sausage & Egg w/cheese	1.90
Bologna & Cheese	1.50
Bologna & Egg	1.70
Bologna, Egg & Cheese	2.00
Canadian bacon, Egg & Cheese	2.25
Ham & Egg	1.80
Ham & Egg w/cheese	2.10
Peanut Butter/Banana Sandwich	1.45
Sirloin Steak, Egg & Cheese	2.75

Western Omelet Sandwich	1.90
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### **CROISSANT/BAGEL**

Bacon or Sausage & Egg	1.90
Bacon or Sausage & Egg w/cheese	2.15
Bologna & Cheese	1.95
Bologna, Egg & Cheese	2.25
Canadian Bacon, Egg & Cheese	2.50
Ham & Egg	2.05
Ham & Egg w/cheese	2.35

### **OMELETS**

	2 Egg Omelet w/toast	3 Egg Omelet w/ Toast
Cheese	2.25	3.00
Ham & Cheese	2.75	3.50
W/Sausage, Bacon, or Steak	2.75	3.50
Veggie	2.25	3.00
Western	3.00	3.75

### **SELF SERVE BREAKFAST ITEMS & EXTRAS**

Apple/Cherry Roll	.90
Assorted Bagels	.75
Assorted Bagels w/cream cheese	1.10
Assorted Donuts	.65
Banana Bread	.85
Cereal (lg. cup)	1.40
Cinnamon Streusel	.75
Cream Cheese	.35
Croissant (w/1 butter & jelly)	.90
Cut Fresh Fruit (in season)	sm. 95, med. 1.45, lg. 1.75
Danish	1.00
English Muffin (w/ 1 butter & jelly)	.50
Homemade Cinnamons Rolls	1.29
Homemade Coffee Cake	.75
Homemade Muffins	1.25
Jelly/Honey (each)	.10
Peanut Butter/Syrup	.25
Puff Pastry Turnovers	1.75
Toast (2 w/butter)	.50
Toast (2 w/butter & jelly)	.60
Tomato	.25
Whole Fresh Fruit	.65

### **GRILL WORKS**

Price includes lettuce, tomato, onion & all necessary condiments	
Add Croissant to sandwich	.25

Bacon Cheeseburger	2.95
BBQ w/slaw	2.50
Beer Battered Onion Rings	1.50
Breaded Chicken Breast	2.50
Cheeseburger	2.25 (w/out bun 1.75)
Cheese Fries	1.60
Cheese Sticks	4/1.50
Chicken Cordon Bleu	3.25
Chicken Philly Sub	3.50
Chicken Tenders(4 piece) (2 piece 1.50)	2.85
Chicken Tender w/cheese Sandwich	3.25
Chili Dog	1.25
Chix Salad Melt w/bacon	4.35
Curly Fries	1.25
Double Cheeseburger	4.00
Fish Fillet	2.95
French Fries	sm. 1.10, lg. 1.60
Fries w/gravy	1.60
Grilled Cheese	1.25
Grilled Cheese on T.Toast (lg.)	2.00
Grilled Cheese w/bacon	2.25
Grilled Chicken Breast	3.00
Grilled Chicken w/out bread	2.50
Grilled Ham & Cheese on T.Toast	3.50
Hamburger	2.15 (w/out bun 1.65)
Hot Dog (Texas Tommy 2.00)	1.00
Hot Dog w/toppings	1.25
Italian Sausage	w/toppings 2.25, plain 1.50, w/bread 2.00
Meatloaf Sandwich	3.25
Mini Chix Taco (8)	2.40
Monte Carlo Sandwich	3.50
Monte Cristo Sandwich	3.50
Mushrooms	1.75
Mushroom Swiss Burger w/onion	3.25
Open Faced Roast Beef	3.00
Pastrami/Swiss	2.75
Patty Melt	2.75
Pepperoni Roll	1.25
Philly Steak & Cheese Sub (Philly on Bun 1.75)	3.50
Polish Sausage on Roll	plain 2.65, w/cheese & onions 3.00
Popcorn Shrimp	2.85
Quesadillas	3.50
Reuben	3.50
Revenue Burger	2.50
Roast Beef, Swiss on T.Toast	3.50
Tuna Melt	3.25

Wing Dings	.50 each or 6/3.00
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### **DELI WRAPS**

Chicken Tender – w/shaved lettuce, diced tomato & ranch dressing	3.50
Filet of Founder – w/shaved lettuce, shredded cheese & tartar sauce	3.50
Ham & Cheese – w/shaved lettuce, diced tomato, & honey mustard	3.50
Turkey – w/shaved lettuce, diced tomato, bacon, cheddar cheese	3.50
Veggie Wrap	3.00

### **DELI SANDWICHES**

Served with pickle, lettuce, & tomato

½ Chicken Salad	1.65
½ Egg Salad	1.65
½ Ham & Cheese	1.65
½ Sub	1.75
½ Tuna Salad	1.65
½ Turkey & Cheese	1.65
Beef & Pickle Sandwich	3.35
BLT	(BLT/Hot Dog 1.50) 2.85
Bologna & Cheese	2.45
Chunky Chicken Salad	3.35
Club Sandwich	3.85
Egg Salad	2.35
Egg Salad/BLT Club	3.85
Fruit/Veggie Plate	2.75
Ham Salad Sandwich	2.50
Italian Sub	3.50
Peanut Butter & Jelly	1.25
Salad Platters – 1 scoop	3.00
Salad Platters – 2 scoops	3.50
Salad Platters – 3 scoops	3.95
Salami & Cheese	2.45
Seafood Salad Sandwich	3.25
Shaved Roast Beef & Cheese	3.50
Shaved Turkey Breast	3.35
Shaved VA Baked Ham & Cheese	3.50
Tuna Salad	2.85
Tomato Sandwich	1.25

### **GOURMET SALAD BAR**

A wide variety of fresh cut vegetables, featuring a large selection of regular, low-cal., and fat free dressings .28 oz

Baked Potato bar/20 oz. drink	3.75
Caesar Salad	3.50
Chicken Tender Salad	3.50

Nachos	
3.25	
Potato Loaded	3.00
Potato w/sour cream/butter	2.25
Spinach Salad	3.50
Taco Salad	3.50

### **SELF SERVE SPECIALTY SALADS**

Variety of fresh, homemade salads, a large selection of pasta salads, marinated fresh vegetables, waldorf, etc.

sm. .95      med. 1.45      lg. 1.75

### **SOUPS & STEWS**

Freshly prepared soup served w/2 packages of crackers

Soup of the Day  
8 oz. 1.25    12 oz. 1.55

Homemade Chili  
8 oz. 1.60    12 oz. 1.90

### **SELF SERVE HOMEMADE PIZZA**

Breakfast Pizza	(w/12 oz. drink 2.15) 1.50
Cheese	1.40
French Bread w/cheese	2.00
French Bread w/pepperoni	2.25
Pepperoni or Sausage Hamburger	1.50
Personal Pizza w/mushroom or pepperoni	2.50
Supreme Specialty	1.75
Whole Cheese Pizza	8.00
Whole One Topping Pizza	9.00
Whole Taco Pizza	12.00
Whole Specialty Pizza	11.00

### **EXTRAS**

Butter PC	.05
Cheese	.30
Crackers	.10
Creamers	.05
Cream Cheese	.35
Croissant	.25
Cups	.05
Dressing PC	.30
Jelly Pc	.10



Lettuce	
.15	
Peanut butter PC	.25
Salsa	.25
Specialty Rolls	.50
Takeout Containers	.05
Tomato/Mushrooms/Green Peppers	.25

### **ENTREES(Prices range 4.60-4.99)**

Baked Potato w/butter & sour cream	2.25
Baked Potato w/toppings	3.00
Baked Ham	2.85
Chix (3 pc.)	3.00
Country fries steak w/ gravy	2.50
Chili Cheese fries	2.75
Chix Livers	2.25
Garlic Bread	.35
Homemade Yeast Rolls/Corn Bread	.50
Lemon pepper fish	2.80
Meatloaf	2.25
Scrod Fish (2 pc.)	2.50
Slippery Pot Pie	2.50
Spaghetti w/meat sauce OR Lasagna	2.75
Salisbury steak w/ gravy	2.35
Salmon patty	2.65
Open faced Turkey	2.85
Pork BBQ	2.50
Pigs in blanket (TWO)	2.80

### **SWEET TREATS**

Assorted Baked Cookies	.50 or 3 for 1.00
Assorted Cakes & Pies	2.00
Brownie	(w/cherries 2.35) .50
Brownie w/pudding	1.50
Candy Bars	.65
Cheese Cake	2.35
Cheese Cake w/fruit topping	2.50
Crackers /peanuts	.60
Cup Cake	.85
Gelatin Cup	.85
Gelatin Cup w/fruit	.95
PB & J Cake	2.35
Pudding Cup	.85
Poptarts	.85
Strawberry Shortcake	2.35

Whole Lemons	.50
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### **SELF SERVE BEVERAGE STATION**

Bottled Tea	1.00
Bottled Water	1.04
Coffee (regular & decaf) & Hot Chocolate	12 oz. .85, 16 oz. .94, 20 oz. 1.04
Creamers	.05
Fountain Drinks & Fresh Brewed Tea	12 oz. .85, 16 oz. .94, 20 oz. 1.04
Gatorade	1.50
Gourmet Hot Tea	.60
Hot Tea	.50
½ Pint Milk	.60
Pint Milk	1.00
Pot of Coffee	6.00
Red Bull (sugar free or regular)	2.36
Sunkist (all sodas)	1.18
Welch's Juice	.94
Yogurt	.90

### **ICE CREAM**

Crunch Bar	.75
Orange Cream	.75
Sandwich	.75
Vanilla Cone	1.00
Vanilla Cup	.75

### **CANDY**

All Candy (.65) except:	
Lg. Reese Cups	1.00
Peanuts	.60

### **CHIPS**

All Chips (.80)	
Poptarts	.85

### **Monday's & Friday's**

.99 day (Effective March. 19, 2007)

#### **Breakfast** (available 6-10am)

Egg & Cheese on toast/biscuit/English muffin	.99
Biscuit w/gravy	.99

#### **Lunch** (available 10am-1:30pm)

Small Soup (Chili not included)	.99
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#### **Breakfast Special** (available daily)

Two eggs (any style), sausage patty or 2 slices of bacon, potatoes,	2.99
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toast/biscuit/English muffin, & 12 oz. drink	
<b><u>Grill Special</u></b> (available daily)	
Cheeseburger, Crinkle Fries & 20 oz. drink	4.15
<b><u>GRILL/Deli Special</u></b> (available daily)	
Sub or wrap, Chips, & 20 oz. drink	4.99
<b><u>Pizza</u></b> (available Tues, Wednes. Fri)	
Specialty Pizza Slice & 20 oz. drink	2.55

## Attachment 1

### Department of Labor Wage Determination

WD 05-3017 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-3017  
Revision No.: 6  
Date Of Revision: 05/29/2008

State: West Virginia

Area: West Virginia Counties of Berkeley, Jefferson

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.31
01113 - General Clerk III	17.19
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.07
01191 - Order Clerk I	14.58
01192 - Order Clerk II	15.91
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.15
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46

01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.79
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	15.76
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.19
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.13
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	16.19
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.96
11060 - Elevator Operator	9.96
11090 - Gardener	15.25
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	13.87
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.64
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.73
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.32

12072 - Licensed Practical Nurse II	20.49
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	13.93
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	35.98
12315 - Registered Nurse III, Anesthetist	35.98
12316 - Registered Nurse IV	43.13
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	22.99
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.73
13072 - Photographer II	16.48
13073 - Photographer III	20.41
13074 - Photographer IV	24.97
13075 - Photographer V	29.92
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	22.92
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.39
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	28.29
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	28.29
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.95
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.39
21071 - Order Filler	11.80
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	12.28
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.78
23021 - Aircraft Mechanic I	23.52
23022 - Aircraft Mechanic II	24.78
23023 - Aircraft Mechanic III	25.99
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.40
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.47
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	19.09
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	20.76
23310 - Fire Extinguisher Repairer	16.50

23311	- Fuel Distribution System Mechanic	22.81
23312	- Fuel Distribution System Operator	17.23
23370	- General Maintenance Worker	21.17
23380	- Ground Support Equipment Mechanic	23.52
23381	- Ground Support Equipment Servicer	18.71
23382	- Ground Support Equipment Worker	19.90
23391	- Gunsmith I	16.63
23392	- Gunsmith II	19.33
23393	- Gunsmith III	21.62
23410	- Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411	- Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	
24.37		
23430	- Heavy Equipment Mechanic	21.46
23440	- Heavy Equipment Operator	21.46
23460	- Instrument Mechanic	21.62
23465	- Laboratory/Shelter Mechanic	20.52
23470	- Laborer	12.06
23510	- Locksmith	19.76
23530	- Machinery Maintenance Mechanic	21.77
23550	- Machinist, Maintenance	21.62
23580	- Maintenance Trades Helper	15.10
23591	- Metrology Technician I	21.62
23592	- Metrology Technician II	22.78
23593	- Metrology Technician III	23.89
23640	- Millwright	25.63
23710	- Office Appliance Repairer	21.63
23760	- Painter, Maintenance	20.52
23790	- Pipefitter, Maintenance	23.19
23810	- Plumber, Maintenance	20.38
23820	- Pneudraulic Systems Mechanic	21.62
23850	- Rigger	21.62
23870	- Scale Mechanic	19.33
23890	- Sheet-Metal Worker, Maintenance	21.62
23910	- Small Engine Mechanic	19.33
23931	- Telecommunications Mechanic I	27.74
23932	- Telecommunications Mechanic II	29.24
23950	- Telephone Lineman	25.28
23960	- Welder, Combination, Maintenance	21.62
23965	- Well Driller	21.62
23970	- Woodcraft Worker	21.62
23980	- Woodworker	16.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.63
24580	- Child Care Center Clerk	14.50
24610	- Chore Aide	10.00
24620	- Family Readiness And Support Services Coordinator	13.64
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.10
25040	- Sewage Plant Operator	20.23
25070	- Stationary Engineer	26.10
25190	- Ventilation Equipment Tender	18.37
25210	- Water Treatment Plant Operator	20.23
27000	- Protective Service Occupations	
27004	- Alarm Monitor	16.15
27007	- Baggage Inspector	12.36
27008	- Corrections Officer	21.30
27010	- Court Security Officer	23.26
27030	- Detection Dog Handler	16.15
27040	- Detention Officer	21.30



27070 - Firefighter	22.39
27101 - Guard I	12.36
27102 - Guard II	16.15
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.30
28042 - Carnival Equipment Repairer	12.86
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	15.74
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.55
29020 - Hatch Tender	22.55
29030 - Line Handler	22.55
29041 - Stevedore I	20.82
29042 - Stevedore II	23.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.81
30022 - Archeological Technician II	18.39
30023 - Archeological Technician III	25.50
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.30
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.35
30621 - Weather Observer, Senior (2)	22.62
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	9.54
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.45
99711 - Recycling Specialist	16.96
99730 - Refuse Collector	14.60
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.08
99830 - Survey Party Chief	19.47
99831 - Surveying Aide	12.02
99832 - Surveying Technician	16.53
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than

\$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each (proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

## **Attachment 2**

### **Government Furnished Equipment**

- Four Exhaust hoods including two with fire extinguishing system;
- One Utensil pan hanging rack;
- Two Grills;
- One Salamander broiler with grill;
- One Double-fryer/filter assembly;
- One Mobile work table with utensil rack;
- Two Tray return racks;
- One Lot Tray counter component with utensil slots;
- One Preview table;
- One Entrée counter;
- One Specialty counter;
- One Roll-in refrigerator;
- One Pan Rack;
- Three Back counters;
- One Stable table with faucet
- One Pass-thru hot cabinet;
- One Reach-in refrigerator/freezer;
- One Reach-in refrigerator;
- One Pizza counter;
- One Pizza prep counter
- One Pizza conveyor oven
- One Rack storage for #10 cans
- One Microwave
- Three Straw/Tea/Lid Dispensers
- Three Front Counters with Sinks
- One Refrigerated Soup/Salad Bar Unit
- Two Beverage Ice Machines
- One Countertop Toaster
- Three Commercial Toasters
- One Large Soup Kettle
- One Double Kettle
- One Hamburger/fry warming cabinet;
- One Hot dog roller grill/bun warmer;
- One Deli/grill counter;
- One Pizza warming/display cabinet;
- One Refrigerated condiment pump dispenser;
- Two Beverage counters;
- One Coffee brewer;
- Two Condiment dispensers;
- One Soup/salad bar counter;
- Two Ice machine/bins;
- Two Cashier counters;

- One Dishwasher;
- One Lot Dry storage shelving;
- One Lot Walk-in Freezer cold storage assembly;
- One Lot Walk-in cold storage refrigeration system;
- One Lot Walk-in cold storage shelving;
- Four Beverage system/racks;
- Four Utility carts;
- Five Storage shelving;
- Two Garbage disposals;
- One Food chopper (in storage);
- Three Ingredient bins;
- One Slicer/stand;
- One 20 Quart mixer/stand;
- One Convection steamer;
- Two Trench drain liners/grates;
- One Double-deck convection oven;
- 24 Each Booths (fabric material);
- 200 Each Trays (estimated);
- Four Wooden Trash receptacles;
- One Trash Bin
- 56 Tables (approximately);
- 200 Chairs;
- One Personal computer with black/white printer, (background investigation required);
- Other food service equipment that is constructed as part of the building and affixed to the structure.

**Attachment 3**  
**GSA Form 2817 - Monthly Profit/Loss Statement/Proforma Operating Statement**

SOLICITATION NO. TIRNO-08-R-00020

<input type="checkbox"/> MONTHLY (OR 4-WEEK) PROFIT/LOSS STATEMENT <input type="checkbox"/> PROFORMA OPERATING STATEMENT (Check one and see instructions on reverse)				PERIOD (From To Date)		APPROVED OFFICE OF MANAGEMENT AND BUDGET NO. <b>29-R0204</b>	
BUILDING		LOCATION		CONTRACTOR			
NUMBER OF	OPERATING DAYS	MEALS SERVED	EMPLOYEES	TOTAL VENDING MACHINE SALES \$			
ITEMS OF REVENUE AND EXPENSE				CURRENT MONTH		YEAR-TO-DATE	
				DOLLARS	%	DOLLARS	%
1. Net Sales (See Note 1 on reverse)							
2. Cost of Goods Sold (See Note 2 on reverse)							
3. Gross profit on Sales (Line 1 minus Line 2)							
O P E R A T I N G  E X P E N S E S	P A Y R O L L  C O S T S	4. Wages and Salaries					
		5. Payroll Taxes					
		6. Employee Benefits (see Note 3 on reverse)					
		7. Other Payroll Costs/Adjustments (See Note 3 on reverse)					
		8. Total Payroll Costs (Sum of Lines 4,5,6, and 7)					
	9. Payments in Lieu of Rent (See Note 4 on reverse)						
	10. Cafeteria Supplies						
	11. Taxes and Licenses (See Note 5 on reverse)						
	12. General Insurance						
	13. Repairs and Maintenance						
	14. Uniforms and Laundry						
	15. Miscellaneous services (See Note 5 on reverse)						
	D A T E T R O P I C I	16. Smallwares					
		17. Other Fixed Assets					
	18. Other Operating Expenses (See Note 5 on reverse)						
	19. TOTAL OPERATING EXPENSE						
	20. Less: Vending Income						
	21. Adjusted Operating Expense (Line 19 minus line 20)						
22. Administrative Expense (See Note 5 on reverse)							
23. Total Operating and Administrative Expense (Sum of Lines 8,21, and 22)							
24. NET INCOME/LOSS FROM OPERATIONS (Line 3 minus Line 23)							

GENERAL SERVICES ADMINISTRATION

GSA FORM 2817 (6-73)



## NOTES

1. Complete Part I and enter results on Line 1 of this form.
2. Complete Part II and enter results on Line 2 of this form.
3. Attach Explanation of Expense Entries for Lines 6 and 7 (Front).
4. Multiply One and One-Half (1 1/2 X Line 1).
5. Attach Explanation of Expense Entries for Lines 11, 15, 18, and 22 (Front)

## PART I - NET SALES

ITEMS OF REVENUE AND EXPENSE	Current Month	YEAR-TO-DATE
Sales		
Less: Sales Tax		
Less: Sales Returns and Allowances		
Net Sales (Enter this amount on Line 1, Front)		

## PART II - COST OF GOODS SOLD

Inventory at Beginning of Period		
Purchases		
Less: Purchase Returns and Allowances		
Less: Purchase Discounts		
Net Purchases		
Goods Available for Sale		
Less: Ending Inventory		
Cost of Goods Sold (Enter this amount on Line 2, Front)		

## APPLICABILITY

Submission of this form is required in all proposals for Food Service Contracts and will be used to project the estimated revenue and expense and profit of loss for the initial year of operation, based on expected full occupancy as stated in the solicitation. Following award determination, the successful offeror will submit this form, or a substantially similar report, reflecting actual revenue and expense items and the net income or loss for the monthly reporting period and for the year-to-date.

## DEFINITIONS

**Gross Revenue:** total charges to customers for merchandise sold, from which sales tax and sales returns and allowances are deducted to yield net sales. Vending income is not to be included in the computation of net sales

**Cost of Goods Sold:** represents the amount of money expended or liability incurred for goods sold. Inventory on hand at the beginning of the report period, purchases made during the period, purchase returns and allowances, purchase discounts and ending inventory for the period must be reflected.

**Expenses:** may be classified under the subheadings provided, as either operating or administrative. Expense categories are further defined in the contract solicitation.

**Net Income/Loss from Operations:** the excess of gross profit on sales over the total operating and administrative expenses

## 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)	(JUNE 1999)
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	(June 2008)
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)	(OCT 1997)

## Addendum to FAR 52.212-1 Instructions to Offerors - Commercial Items

**Acceptance of Offers.** The period of acceptance of offers shown in paragraph (c) of the clause is changed to 90 days.

**Site Visit.** Offerors are encouraged to visit the IRS Cafeteria and Vending Areas at 250 Murrall Drive, Kearneysville, West Virginia. The site visit is scheduled for 1:00 p.m., August 5, 2008. Visitors must register by 3:00 pm., EST, August 1, 2008 in advance by sending an email to the Contracting Officer at [patricia.a.boykin@irs.gov](mailto:patricia.a.boykin@irs.gov). Registration information must include name, title, company, and company telephone number. Offerors must bring a valid driver's license.

**NOTICE:** All questions relative to the site visit must be emailed as an attachment on letterhead to the Contracting Officer no later than 3:00 p.m., EST, August 8, 2008. Late questions will not receive a response. Should the Government choose to respond to a question, it will be informally for informational purposes and will not bind the Government in any way.

**Questions Concerning the Solicitation.** Offerors may submit initial questions in writing to Internal Revenue Service, Office of Procurement, Office of Business Operations, ATTN: Patricia A. Boykin (OS:A:P:B:A:A), 6009 Oxon Hill Road, Room 500, Oxon Hill, MD 20745, or via e-mail to [patricia.a.boykin@irs.gov](mailto:patricia.a.boykin@irs.gov). Questions sent by e-mail must be sent as an attachment on letterhead. The Government may issue a solicitation amendment to answer questions.

**A. General Instructions for Submission of Proposal:**

**1. Compliance with Solicitation Instructions.**

**Required Number of Copies:** Original and one copy.

Offerors shall prepare the proposal in such format and detail as to enable the Government to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offeror can meet the Government's requirements. The proposal package shall be sealed in an envelope. All envelopes shall clearly identify the firm name and address.

The Government will assess the extent to which each offeror complies with the instructions in this solicitation. The Government will consider any failure to comply with these instructions to indicate the kind of behavior that it can expect during contract performance and an inability to perform satisfactorily.

**2. Proposal Contents.** The proposal should be divided into two sections, as set forth herein, and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified. Both sections, property identified, may be in the same binder or document cover.

**SECTION I**

Section I of the proposal shall contain the following:

- A. The completed Standard Form 1449 with completion of Block 17a (to include DUNS number), and Blocks 30 a, b. and c, by individual within the company who has the authority to bind the company contractually; and/all properly executed amendments; and completed fill-ins in clauses et forth in FAR 52.212-3, Offeror Representations and Certifications -- Commercial Items, included in this solicitation. The DUNS must match the information in the Central Contractor Registration (CCR) and Electronic Funds Transfer (EFT) databases. Registration in the CCR, EFT and a DUNS are mandatory for award eligibility.
- B. The offeror shall submit evidence of their financial responsibility and capability to meet the requirements of the contract. The offeror shall submit its' financial statements for the past three (3) years.
- C. The offeror's proposed menu and vending prices represented as a percentage decrease or increase from/to the current prices shown in Exhibit A.
- D. The offeror's percentage for administrative and other operating expense that will be used for Attachment 3 GSA Form 2817, Lines 18 and 22, shall be provided. The percentage shall not exceed that charged in the normal course of business.

**SECTION II**

Section II shall consist of a written technical proposal. Factors should be tabbed for each of identification. Use standard 8.5 x 11 inch paper in portrait orientation. It is imperative that the written technical proposal explicitly address all evaluation factors set for below. **The narrative must be written in a clear, concise fashion, describing precisely HOW the offeror proposes to perform the requirements.** The inclusion of material from previous proposals or commercial applications should be avoided unless it is clearly relevant to the objective of this solicitation.

Section II of the proposal shall contain the following:

### **Tab 1 - Quality**

The offeror shall --

Provide a narrative that describes the complete menu cycle, length of the offeror's menu cycle and the frequency of changes. The narrative shall include the complete menu cycle that will be implemented based on the offeror's proposal. Include its proposed policy for healthy menu options, featured specials and promotional and marketing events. Summarize the number of daily items under each food category, such as number of-- luncheon entrees, vegetables, salad bar items, desserts, beverages, soups, bread/rolls, breakfast items, sandwiches, specials, grill items, and so forth, and ensure that the menu complies with requirements in the Performance Work Statement. Summarize the total number of different items in each category for the complete menu cycle and state the pricing policies and procedures for establishing portion sizes and prices. Provide a complete menu price and portion book, including the unit of measurement. Describe innovative ideas to increase patronage and information and approach for catering; and the total number of personnel proposed and the applicable occupational titles from the U.S. Department of Labor Wage Determination (Attachment 1).

### **Tab 2 - Past Performance**

The offeror shall --

Provide a minimum of five past performance references concerning contracts, Government or commercial, of similar size and complexity to that described in the performance work statement contained in this solicitation. The contracts used as past performance references must be currently active or completed since January 1, 2007, with a period/term of not less than two (2) years. Similar size and complexity is defined as a contract having at least the following attributes:

1. A contract with a minimum patron population of 400 people daily;
2. Contract requiring cafeteria and vending machine services;
3. Assignment of the same number of personnel as may be required in response to this solicitation;

Provide information on problems encountered on the contracts submitted as past performance references and the offeror's corrective actions. The Government will consider this information, as well as information obtained from any other sources, when evaluating an offeror's past performance. The Contracting Officer, acting as source selection authority, will determine the relevance of similar past performance information.

In accordance with Federal Acquisition Regulation 15.305(a)(2)(iv), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. An offeror unable to provide, or having no, relevant past experience with a commercial, or Government entity, shall provide a statement to that effect in the offeror's proposal.

Provide the following data for each past performance reference:

1. The name, address, point of contact, title of point of contact, office and cell telephones and facsimile of the contact and email address, if available;
2. Beginning and ending dates of the contract period/term (include the base and all option periods), and place of performance;
3. Identify the building population, daily patronage (number of customers) and number of employees your firm assigned to work on a daily basis;
4. Identify whether the contract was terminated partially or completely, and provide an explanation of the termination;
5. Provide a record of all safety and health citations/violations received during the last year of each contract; and
6. Provide a list of equipment maintained.

An offeror's proposal may be ranked lower if the reference cannot be reached by the Government because of missing, incomplete, obsolete or erroneous information. Therefore, offerors are encouraged to verify the accuracy and currency of all reference information submitted. The IRS may, at its discretion, obtain and evaluate information from sources other than those provided by the offeror.

### **Tab 3 - Experience**

The offeror shall --

Provide background information on the company and its experience and ability to perform the requirements of the contract. Also describe the process to be used to properly and timely open the cafeteria if awarded the contract. Include a detailed time-phased plan with steps for each action. Provide the same information for the vending machine services.

Provide the resume of the proposed Cafeteria Manager. The Cafeteria Manager shall have a minimum of five (5) years of experience managing food service, cafeteria, and

vending machine services operations, acquired within the last ten (10) years, that is similar in size and complexity. Similar size and complexity” is defined as a contract having at least the following attributes:

1. Operational responsibility for a 24 hour vending operation;
2. Experience supervising the same or a greater number of employees proposed to perform the requirement described in this solicitation; and
3. Experience supervising under a contract serving the same or a greater number of patrons as will be served under the contract to be awarded pursuant to this solicitation.

#### **Tab 4 - Cleanliness**

The offeror shall --

Provide a complete and comprehensive cleanliness plan specific to this requirement. Include standards, operating requirements, training programs, health inspection procedures, and frequency schedules. Management reports should be included if proposed.

#### **B. General Information.**

**Contract Award.** OFFERORS ARE HEREBY ADVISED THE GOVERNMENT INTENDS TO EVALUATE OFFERS AND AWARD WITHOUT DISCUSSIONS; THEREFORE OFFERORS SHOULD PROPOSE THEIR BEST OFFER INITIALLY. However, the Government reserves the right to conduct discussions. In accordance with FAR 15.306(d)(2), the objective of discussions is “to maximize the Government’s ability to obtain best value, based on the requirement and evaluation factors set forth in the solicitation.” Should discussions be deemed necessary due to proposal weakness, deficiency, or other issues, which must be addressed before award, they will be conducted either orally and/or in writing, with only those offerors determined to be within the competitive range. The Government may reject any and all offers if such action is in the public interest, and waive informalities and minor irregularities in offers received.

### **EVALUATION--COMMERCIAL ITEMS**

A. **Basis of Award.** The Government will make an award resulting from the responses received from this solicitation that represents the best value to the Government. Award will be made to the offeror whose proposal is most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- I. Quality
- II. Past Performance
- III. Experience
- IV. Cleanliness

V. Price

B. **Relative Importance of the Evaluation Factors.** The evaluation factors in Paragraph A above, the non-price items, quality, past performance, experience and cleanliness, are listed in their order of importance. However, when combined, non-price items are approximately equal to price.

C. **Past Performance.** Past performance will be evaluated based on the offeror's relationship and performance history with their customers. In evaluating past performance, the Government will use the references provided by the offeror and other sources of information, including, but not limited to: federal, state and local Government agencies, better business bureaus, published media, and electronic data bases. The evaluation of past performance will be an assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance, but an offeror's overall past performance history.

D. **Price.** The Government will evaluate the menu and vending machine prices proposed by the offeror of those items currently sold in the cafeteria and vending machines. The offeror's proposed menu and vending machine prices will be either an increase or decrease to current menu and vending machine prices and will be compared to current and other prices.

E. **Notification.** A written notice of award or acceptance of a proposal mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

F. **Source Selection Decision.** The Government intends to award the contract to the offer that represents the best value to the Government.

**52.204-8 Annual Representations and Certifications (Jan 2006)**

As prescribed in 4.1202, insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 722310.

(2) The small business size standard is \$19,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

### **52.212-3 Offeror Representations and Certifications Commercial Items (May 2008)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) Definitions. As used in this provision\_



Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent

amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, or is

not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51_100	<input type="checkbox"/> \$1,000,001_\$2 million
<input type="checkbox"/> 101_250	<input type="checkbox"/> \$2,000,001_\$3.5 million
<input type="checkbox"/> 251_500	<input type="checkbox"/> \$3,500,001_\$5 million
<input type="checkbox"/> 501_750	<input type="checkbox"/> \$5,000,001_\$10 million
<input type="checkbox"/> 751_1,000	<input type="checkbox"/> \$10,000,001_\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either\_

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has

occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that \_

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 \_

(1) Previous contracts and compliance. The offeror represents that \_

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that \_

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American Act Supplies.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or

manufactured outside the United States. The terms    Bahrainian end product,       component,       domestic end product,       end product,       foreign end product,       Free Trade Agreement country,    and    United States    are defined in the clause of this solicitation entitled    Buy American Act Free Trade Agreements Israeli Trade Act.   

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled    Buy American Act Free Trade Agreements Israeli Trade Act   :

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled    Buy American Act Free Trade Agreements Israeli Trade Act.    The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled    Buy American Act Free Trade Agreements Israeli Trade Act   :



## Canadian End Products:

Line Item No.


[List as necessary]

(3) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled Buy American Act Free Trade Agreements Israeli Trade Act:

## Canadian or Israeli End Products:

Line Item No.	Country of Origin


[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

## Other End Products:

Line Item No.	Country of Origin


[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals\_

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

## (1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly\_

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that\_

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that\_

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal

business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)